

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN
Attorneys for Defendant
MASTERPIECE INTERNATIONAL LTD.
Wall Street Plaza
88 Pine Street 21st Floor
New York, NY 10005
212-376-6400

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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THOSE CERTAIN UNDERWRITERS AT LLOYD'S,
LONDON SUBSCRIBING TO
POLICY NO. B0501 HF10AAZT 999 a/s/o
ESTATE OF DAVID SMITH,

Plaintiff,

12 CV 05078 (NGG-VMS)

-against-

ART CRATING, INC.,
MASTERPIECE INTERNATIONAL LTD.,
ABC COMPANIES 1-5 (said corporations being
fictitious, the true names unknown, responsible for the
management & design of the crate used to transport
Horizontal 9/4/52); ABC COMPANIES 6-10 (said
corporations being fictitious, the true names unknown,
said corporations being responsible for the packing, re-
packing, crating and re-crating and management of
Horizontal 9/4/52); and JOHN DOES 1-10 (said names
being fictitious, the true names unknown, said persons
being employees, agents or individuals responsible for the
design and management of the crate used to transport
Horizontal 9/4/52); JOHN DOES 11-20 (said names being
fictitious, the true names unknown, said persons being
employees, agents or individuals being responsible for the
packing, re-packing, crating and re-crating and
management of Horizontal 9/4/52),

**VERIFIED ANSWER,
AFFIRMATIVE
DEFENSES and CROSS-CLAIMS
OF
MASTERPIECE
INTERNATIONAL, LTD.**

Defendants.

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Defendant, MASTERPIECE INTERNATIONAL, LTD. (hereinafter referred to as "Masterpiece") as and for its Answer to the Amended Verified Complaint, alleges upon information and belief as follows:

1. Masterpiece denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraphs "1", "2", "3", "5", "6", "7", "8", "9", "10", "11", "19", "20", "21" and "22" of the Amended Verified Complaint.
2. Masterpiece admits the allegations contained in Paragraph "4" of the Amended Verified Complaint.
3. Masterpiece denies the allegations contained in Paragraph "12" of the Amended Verified Complaint.
4. Masterpiece denies the allegations contained in Paragraphs "13", "14", "15", "16" "17" and "18" as they pertain to Masterpiece but denies knowledge or information as they pertain to the other defendants.

AFFIRMATIVE DEFENSES

FIRST AFFIRMATIVE DEFENSE

5. Plaintiff fails to state a cause of action against Masterpiece in its Amended Verified Complaint.

SECOND AFFIRMATIVE DEFENSE

6. That the said shipment of Horizontal 9/4/52 as described in the Amended Verified Complaint is subject to all of Masterpiece's Terms and Conditions of Service.

THIRD AFFIRMATIVE DEFENSE

7. Plaintiff has failed to provide written notice of claim to Masterpiece as required by its Terms and Conditions of Service.

FOURTH AFFIRMATIVE DEFENSE

8. The liability of Masterpiece, if any which is denied, is limited.

FIFTH AFFIRMATIVE DEFENSE

9. Plaintiff has failed to properly and fully mitigate the damages alleged in its Amended Verified Complaint.

SIXTH AFFIRMATIVE DEFENSE

10. That if the Horizontal 9/4/52 in suit was damaged, which is denied, said damage was caused in whole or in part by the contributory negligence of plaintiff and/or its agents.

SEVENTH AFFIRMATIVE DEFENSE

11. If plaintiff sustained any damages, which is denied, said damages were caused solely by the recklessness, fault, neglect, error, breach of contract or acts or omissions of third-parties for which Masterpiece is not responsible and over which Masterpiece had no control, and were not caused or contributed to in any manner by the fault or negligence of Masterpiece.

**AS AND FOR A CROSS-CLAIM AGAINST ALL
CO-DEFENDANTS, DEFENDANT
MASTERPIECE INTERNATIONAL LTD. ALLEGES AS FOLLOWS**

12. Repeats and realleges each and every admission, denial and denial of knowledge or information hereinabove set forth, with the same force and effect as if herein repeated and set forth at length.
13. If the Horizontal 9/4/52 in suit was damaged or lost as set forth in the Amended Verified Complaint, which is specifically denied, then the said damage or loss was proximately caused by the fault, omission, negligence or breach of contract, breach of warranty,

breach of bailment of one or all co-defendants, and not due to any fault, omission, negligence or breach of contract or breach of warranty on the part of defendant Masterpiece. Defendant Masterpiece is entitled to recover indemnity and/or contribution from one or all co-defendants, for all or a proportionate amount of such sums, if any, so recovered, together with expenses, including attorneys' fees, costs and interest, in defending against plaintiff's action.

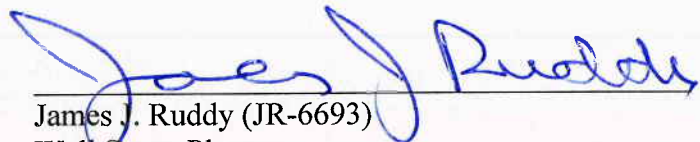
WHEREFORE, defendant, Masterpiece International Ltd. prays:

- (a) That judgment be entered in favor of Masterpiece and against plaintiff dismissing the Amended Verified Complaint herein together with costs and disbursements of this action;
- (b) That judgment be entered in favor of Masterpiece against one or all co-defendants on the Cross-Claim herein together with the costs and disbursements of this action including attorneys' fees plus interest and for such other and further relief as the Court deems just and proper;
- (c) That the Court direct such other and further relief as it deems just and proper.

Dated: New York, NY
December 13, 2012

MARSHALL, DENNEHEY, WARNER,
COLEMAN & GOGGIN
Attorneys for Defendant
MASTERPIECE INTERNATIONAL LTD.

By:



James J. Ruddy (JR-6693)
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TO: John M. Powell, Esq.
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110 Wall Street 11th Floor
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212-742-0310

ROSNER NOCERA & RAGONE, LLP
Attorneys for Defendant
ART CRATING, INC.
110 Wall Street 23rd Floor
New York, NY 10005
212-635-2244

ATTORNEY VERIFICATION


[illegible]

JAMES J. RUDDY, an attorney duly admitted to practice law in the State of New York,
affirms the following under penalty of perjury:

I am an attorney with the law firm of Marshall, Dennehey, Warner, Coleman & Goggin, attorneys for defendant, MASTERPIECE INTERNATIONAL LTD. in the within action. I have read the foregoing Verified Answer and know the contents thereof and the same are true to my knowledge, except those matters therein which are stated to be alleged on information and belief, and as to those matters I believe them to be true.

The reason this Verification is made by me instead of by defendant is that defendant is not within the County where I presently have my office.

Dated: New York, NY
December 13, 2012


James J. Ruddy

AFFIDAVIT OF SERVICE

STATE OF NEW YORK)
 : S.S.
COUNTY OF NEW YORK)

HENRIETTA SHIELDS, being duly sworn, deposes and says:

1. I am employed by the firm of Marshall, Dennehey, Warner, Coleman & Goggin. attorneys for the defendant, MASTERPIECE INTERNATIONAL LTD. I am not a party to this action, am over 18 years of age and reside at Hempstead, New York.
2. On December 13th, 2012, I served the annexed Verified Answer, Affirmative Defenses and Cross-Claims of Masterpiece International Ltd. on:

Powell & Roman, LLC
110 Wall Street 11th Floor
New York, NY 10005


Rosner Nocera & Ragone, LLP
110 Wall Street 23rd Floor
New York, NY 10005

at the addresses designated by said attorneys for that purpose, by depositing true copies of same enclosed in a postpaid, properly addressed wrappers in an official depository under the exclusive care and custody of the United States Postal Services within the State of New York.



Henrietta Shields

Sworn to before me this
13th day of December 2012



Notary Public

JAMES J. RUDDY
Notary Public, State of New York
No. 30-5008022
Qualified in Nassau County
Commission Expires March 8, 2015
2015